



St. Louis Southwestern Railway Company

RECORDATION NO. 7077-11
Southern Pacific Building • One Market Plaza • San Francisco, California 94105
Filed 1425

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JUL 21 1987 - 1 45 PM

July 20, 1987

JUL 21 1987 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

VIA HAND DELIVERY

Ms. Noreta F. McGee
Secretary

Interstate Commerce Commission

Twelfth Street & Constitution Avenue
Washington, D.C. 20423

No. 7-202A049

Date JUL 21 1987

Fee \$ 100.00

ICC Washington, D.C.

ICC OFFICE OF
THE SECRETARY
JUL 21 1 19 PM '87
MOTOR OPERATING UNIT

RE: I.C.C. Finance Docket No. 27387 --
St. Louis Southwestern Railway Company
Equipment Trust Agreement, Series B

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Eleventh Supplement to Equipment Trust and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, to Equipment Trust Agreement dated as of June 1, 1973, creating St. Louis Southwestern Railway Company Equipment Trust, Series B, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of June 1, 1973, recorded on June 22, 1973, at 3:00 PM, assigned Recordation No. 7077;

First Supplement to Equipment Trust Agreement dated as of December 7, 1979, recorded on December 14, 1979, at 4:10 PM, assigned Recordation No. 7077-A;

Second Supplement to Equipment Trust Agreement dated as of June 2, 1980, recorded on August 22, 1980, at 2:40 PM, assigned Recordation No. 7077-B;

Third Supplement to Equipment Trust Agreement dated as of August 1, 1982, recorded on August 11, 1982, at 10:50 AM, assigned Recordation No. 7077-C;

Fourth Supplement to Equipment Trust Agreement dated as of August 31, 1982, recorded on

a Southern Pacific subsidiary

Counters - S.H.

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September 2, 1982, at 12:45 PM, assigned Recordation No. 7077-D;

Fifth Supplement to Equipment Trust Agreement dated as of October 31, 1982, recorded on November 10, 1982, at 3:10 PM, assigned Recordation No. 7077-E;

Sixth Supplement to Equipment Trust Agreement dated as of November 1, 1982, recorded on November 16, 1982, at 10:40 AM, assigned Recordation No. 7077-F;

Assignment and Transfer of Certain Road Equipment dated as of August 31, 1982, recorded on January 4, 1983, at 11:00 AM, assigned Recordation No. 7077-G;

Seventh Supplement to Equipment Trust Agreement dated as of October 10, 1983, recorded on October 24, 1983, at 3:15 PM, assigned Recordation No. 7077-H;

Eighth Supplement to Equipment Trust Agreement dated as of June 1, 1984, recorded on June 19, 1984, at 3:10 PM, assigned Recordation No. 7077-I;

Ninth Supplement to Equipment Trust Agreement dated as of July 22, 1985, recorded on September 4, 1985, at 11:05 AM, assigned Recordation No. 7077-J;

Tenth Supplement to Equipment Trust Agreement dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 AM, assigned Recordation No. 7077-K; and

Assignment and Transfer of Certain Road Equipment dated as of May 30, 1986, recorded on June 24, 1986, at 10:15 AM, assigned Recordation No. 7077-L.

In connection with the recording of the Eleventh Supplement and Assignment and Transfer, each dated as of June 15, 1987, to the Equipment Trust Agreement dated as of June 1, 1973, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

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Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, Pennsylvania 19104

Name and Address of Guarantor - Lessee:

St. Louis Southwestern Railway Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

General Description of the Equipment
Covered by the Eleventh Supplement:

<u>Number of Units</u>	<u>Description</u>
4	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 23453 - 23456.
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SSW and numbered 3873 (GRIP Date - July 1977).

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

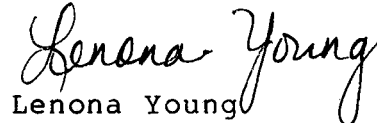
<u>Number of Units</u>	<u>Description</u>
11	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 63466, 63484, 63576, 63697, 66553, 66556, 66563, 66670, 66734, 66838, and 66883.
1	70-ton Box Car; FMC Corporation (formerly Gunderson Bros.), builder; lettered SSW and numbered 66387.

When the recording of the Eleventh Supplement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all

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executed counterparts thereof and return four (4) each of
the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

EQUIPMENT TRUST

RECORDATION NO. *7077-N* Filed 1425

SERIES B

JUL 31 1987 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the 15th day of June, 1987, by FIRST PENNSYLVANIA BANK, N.A., formerly known as The First Pennsylvania Banking and Trust Company, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, Trustee under the Equipment Trust Agreement hereinafter mentioned (hereinafter called the "Trustee"), to ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing date as of June 1, 1973, by and between the Trustee and the Company (hereinafter called the "Equipment Trust Agreement"), there was constituted the "St. Louis Southwestern Railway Company Equipment Trust, Series B," pursuant to which Trustee leased certain railroad equipment to the Company, upon the terms and conditions therein set forth; and

WHEREAS, certain box cars comprising said Trust Equipment (hereinafter called "Destroyed Equipment") have been destroyed, and in accordance with the provisions of said Equipment Trust and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Trustee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically

described in the Eleventh Supplement to Equipment Trust dated as of June 15, 1987 ("Eleventh Supplement"):

<u>Number of Units</u>	<u>Description</u>
11	70-ton Box Cars; PACCAR Inc. (Pacific Car and Foundry Company Division), builder; lettered SSW and numbered 63466, 63484, 63576, 63697, 66553, 66556, 66563, 66670, 66734, 66838, and 66883.
1	70-ton Box Car; FMC Corporation (formerly Gunderson Bros.), builder; lettered SSW and numbered 66387.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Trustee's acceptance of the Replacement Equipment to the Equipment Trust Agreement pursuant to the Eleventh Supplement to Equipment Trust thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all the right, title and interest now owned or hereafter acquired by the Trustee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

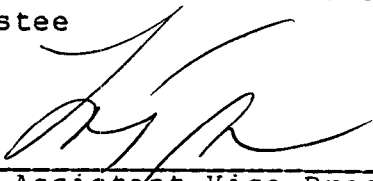
The Trustee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgement, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its

name and its corporate seal to be hereunto affixed, duly
attested, this 22nd day of June, 1987.

FIRST PENNSYLVANIA BANK, N.A.,
Trustee

By


Assistant Vice President

Attest:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 22nd day of June, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

LYNNE N. MCCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990